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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

KURIN, INC.,

Plaintiff,

v.

ICU MEDICAL, INC. AND
 VASCULAR INTEGRITY, LLC,

Defendants.

Case No. 8:24-cv-00564-FWS-(ADSx)

**STIPULATED PROTECTIVE
 ORDER**

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 XIII(C), below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 A. This action is likely to involve trade secrets, customer and pricing lists
17 and other valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and from
19 use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other
21 things, confidential business or financial information, information regarding
22 confidential business practices, or other confidential research, development, or
23 commercial information (including information implicating privacy rights of third
24 parties), information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes, court
26 rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over confidentiality of
28 discovery materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of such
2 material in preparation for and in the conduct of trial, to address their handling at the
3 end of the litigation, and serve the ends of justice, a protective order for such
4 information is justified in this matter. It is the intent of the parties that information
5 will not be designated as confidential for tactical reasons and that nothing be so
6 designated without a good faith belief that it has been maintained in a confidential,
7 non-public manner, and there is good cause why it should not be part of the public
8 record of this case.

9 **III. DEFINITIONS**

10 A. Action: This pending federal law suit.

11 B. Challenging Party: A Party or Non-Party that challenges the designation
12 of information or items under this Order.

13 C. “CONFIDENTIAL” Information or Items: Information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for protection
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
16 Cause Statement.

17 D. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
18 Information or Items: Information (regardless of how it is generated, stored or
19 maintained) or tangible things that is considered to be most sensitive by the party,
20 including but not limited to trade secret or other confidential research, development,
21 financial or other commercial information, and as specified above in the Good Cause
22 Statement.

23 E. Counsel: Outside Counsel of Record and House Counsel (as well as
24 their support staff).

25 F. Designating Party: A Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL” OR “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
28 ONLY.”

1 G. Disclosure or Discovery Material: All items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 H. Expert: A person with specialized knowledge or experience in a matter
6 pertinent to the litigation who (1) has been retained by a Party or its counsel to serve
7 as an expert witness or as a consultant in this Action, (2) is not a past or current
8 employee of a Party or a Party's competitor, and (3) at the time of retention, is not
9 anticipated to become an employee of a Party or of a Party's competitor. Any such
10 expert shall be subject to the objection procedures set forth in Section IX of this
11 Stipulated Protective Order. Nothing in this paragraph determines whether an
12 independent contractor qualifies as an "employee."

13 I. House Counsel: Attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 J. Non-Party: Any natural person, partnership, corporation, association,
17 or other legal entity not named as a Party to this action.

18 K. Outside Counsel of Record: Attorneys who are not employees of a party
19 to this Action but are retained to represent or advise a party to this Action and have
20 appeared in this Action on behalf of that party or are affiliated with a law firm which
21 has appeared on behalf of that party, and includes support staff.

22 L. Party: Any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 M. Producing Party: A Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.

27 N. Professional Vendors: Persons or entities that provide litigation support
28 services (e.g., photocopying, videotaping, translating, preparing exhibits or

1 demonstrations, and organizing, storing, or retrieving data in any form or medium)
2 and their employees and subcontractors.

3 O. Protected Material: Any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
5 ATTORNEYS’ EYES ONLY.”

6 P. Receiving Party: A Party that receives Disclosure or Discovery Material
7 from a Producing Party.

8 **IV. SCOPE**

9 A. The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.

14 B. Any use of Protected Material at trial shall be governed by the orders of
15 the trial judge. This Order does not govern the use of Protected Material at trial.

16 **V. DURATION**

17 A. Even after final disposition of this litigation, the confidentiality
18 obligations imposed by this Order shall remain in effect until a Designating Party
19 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
20 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
21 with or without prejudice; and (2) final judgment herein after the completion and
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
23 including the time limits for filing any motions or applications for extension of time
24 pursuant to applicable law.

25 **VI. DESIGNATING PROTECTED MATERIAL**

26 A. Exercise of Restraint and Care in Designating Material for Protection

27 1. Each Party or Non-Party that designates information or items for
28 protection under this Order must take care to limit any such designation to

1 specific material that qualifies under the appropriate standards. The
2 Designating Party must designate for protection only those parts of material,
3 documents, items, or oral or written communications that qualify so that other
4 portions of the material, documents, items, or communications for which
5 protection is not warranted are not swept unjustifiably within the ambit of this
6 Order.

7 2. Mass, indiscriminate, or routinized designations are prohibited.
8 Designations that are shown to be clearly unjustified or that have been made
9 for an improper purpose (e.g., to unnecessarily encumber the case development
10 process or to impose unnecessary expenses and burdens on other parties) may
11 expose the Designating Party to sanctions.

12 3. If it comes to a Designating Party's attention that information or
13 items that it designated for protection do not qualify for protection, that
14 Designating Party must promptly notify all other Parties that it is withdrawing
15 the inapplicable designation.

16 B. Manner and Timing of Designations

17 1. Except as otherwise provided in this Order (*see, e.g.*, Section
18 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery
19 Material that qualifies for protection under this Order must be clearly so
20 designated before the material is disclosed or produced.

21 2. Designation in conformity with this Order requires the following:

22 a. For information in documentary form (e.g., paper or
23 electronic documents, but excluding transcripts of depositions or other
24 pretrial or trial proceedings), that the Producing Party affix at a
25 minimum, the legend "CONFIDENTIAL" or "HIGHLY
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter
27 "CONFIDENTIAL legend"), to each page that contains protected
28 material.

1 b. A Party or Non-Party that makes original documents
2 available for inspection need not designate them for protection until
3 after the inspecting Party has indicated which documents it would like
4 copied and produced. During the inspection and before the designation,
5 all of the material made available for inspection shall be deemed
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After
7 the inspecting Party has identified the documents it wants copied and
8 produced, the Producing Party must determine which documents, or
9 portions thereof, qualify for protection under this Order. Then, before
10 producing the specified documents, the Producing Party must affix the
11 “CONFIDENTIAL legend” to each page that contains Protected
12 Material.

13 c. For testimony given in depositions or other pretrial
14 proceedings that the Designating Party identifies on the record or up to
15 21 days afterwards, that the transcript shall be treated as
16 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
17 EYES ONLY.” Parties shall provide the other parties notice if they
18 reasonably expect a deposition or other pretrial proceeding to include
19 Protected Material so that the other parties can ensure that only
20 authorized individuals are present at those proceedings. The use of a
21 document as an exhibit at a deposition or other pretrial proceedings (or
22 portions of the deposition or proceedings) shall not in any way affect its
23 designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
24 ATTORNEYS’ EYES ONLY.” Transcripts containing Protected
25 Material shall have an obvious legend on the title page that the transcript
26 contains Protected Material, and the title page shall be followed by a list
27 of pages that have been designated as Protected Material and the level
28 of protection being asserted by the Designating Party. The Designating

1 Party shall inform the court reporter of these requirements. Any
 2 transcript that is prepared before the expiration of a 21-day period for
 3 designation shall be treated during that period as if it had been
 4 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 5 ONLY” in its entirety. After the expiration of that period, the transcript
 6 shall be treated as actually designated.

7 d. For information produced in form other than document and
 8 for any other tangible items, that the Producing Party affix in a
 9 prominent place on the exterior of the container or containers in which
 10 the information is stored the legend “CONFIDENTIAL” or “HIGHLY
 11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion
 12 or portions of the information warrants protection, the Producing Party,
 13 to the extent practicable, shall identify the protected portion(s).

14 C. Inadvertent Failure to Designate

15 1. An inadvertent failure to designate qualified information or items
 16 does not, standing alone, waive the Designating Party’s right to secure
 17 protection under this Order for such material. Upon correction of a
 18 designation, the Receiving Party must make reasonable efforts to assure that
 19 the material is treated in accordance with the provisions of this Order,
 20 including retrieving any copies of the material that were initially disclosed
 21 beyond the scope of the corrected designation.

22 VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 A. Timing of Challenges

24 1. Any party or Non-Party may challenge a designation of
 25 confidentiality at any time that is consistent with the Court’s Scheduling Order.
 26 Unless a prompt challenge to a Designating Party’s confidentiality designation
 27 is necessary to avoid foreseeable, substantial unfairness, unnecessary
 28 economic burdens, or a significant disruption or delay of the litigation, a Party

1 does not waive its right to challenge a confidentiality designation by electing
2 not to mount a challenge promptly after the original designation is disclosed.

3 B. Meet and Confer

4 1. The Challenging Party shall initiate the dispute resolution process
5 under Local Rule 37.1 et seq. by correspondence requesting a pre-filing
6 conference of counsel that lists each designation the Challenging Party is
7 challenging and describing the basis for each challenge. To avoid ambiguity
8 as to whether a challenge has been made, the correspondence must recite that
9 the challenge to confidentiality is being made in accordance with this specific
10 paragraph of the Protective Order. The parties shall attempt to resolve each
11 challenge in good faith pursuant to Local Rule 37-1, et seq. In conferring, the
12 Challenging Party must explain the basis for its belief that the confidentiality
13 designation was not proper and must give the Designating Party an opportunity
14 to review the designated material, to reconsider the circumstances, and, if no
15 change in designation is offered, to explain the basis for the chosen
16 designation. A Challenging Party may proceed to the next stage of the
17 challenge process only if it has engaged in this meet and confer process or
18 establishes that the Designating Party is unwilling to participate in the meet
19 and confer process in a timely manner as set forth in Local Rule 37-1. Any
20 discovery motion must strictly comply with the procedures set forth in Local
21 Rules 37-1, 37-2, and 37-3.

22 C. The burden of persuasion in any such challenge proceeding shall be on
23 the Designating Party. Frivolous challenges, and those made for an improper purpose
24 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
26 or withdrawn the confidentiality designation, all parties shall continue to afford the
27 material in question the level of protection to which it is entitled under the Producing
28 Party's designation until the Court rules on the challenge. If the Designating Party

1 relies on the designation to prevent the Challenging Party from using the designated
2 material in a deposition, and if the Court subsequently rules that the designation is
3 unwarranted, the Challenging Party will be entitled to a reasonable amount of
4 additional deposition time with the witness (beyond the ordinary seven-hour limit) in
5 which to address the designated material.

6 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 **A. Basic Principles**

8 1. A Receiving Party may use Protected Material that is disclosed or
9 produced by another Party or by a Non-Party in connection with this Action
10 only for prosecuting, defending, or attempting to settle this Action. Such
11 Protected Material may be disclosed only to the categories of persons and
12 under the conditions described in this Order. When the Action has been
13 terminated, a Receiving Party must comply with the provisions of Section XIV
14 below.

15 2. Protected Material must be stored and maintained by a Receiving
16 Party at a location and in a secure manner that ensures that access is limited to
17 the persons authorized under this Order.

18 **B. Disclosure of “CONFIDENTIAL” Information or Items**

19 1. Unless otherwise ordered by the Court or permitted in writing by
20 the Designating Party, a Receiving Party may disclose any information or item
21 designated “CONFIDENTIAL” only to:

22 a. The Receiving Party’s Outside Counsel of Record in this
23 Action, as well as employees of said Outside Counsel of Record to
24 whom it is reasonably necessary to disclose the information for this
25 Action;

26 b. The officers, directors, and employees (including House
27 Counsel) of the Receiving Party to whom disclosure is reasonably
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1 necessary for this Action and who have signed the “Acknowledgement
2 and Agreement to Be Bound (Exhibit A);

3 c. Experts (as defined in this Order) of the Receiving Party to
4 whom disclosure is reasonably necessary for this Action and who have
5 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
6 A);

7 d. The Court and its personnel;

8 e. Court reporters and their staff;

9 f. Professional jury or trial consultants, mock jurors, and
10 Professional Vendors to whom disclosure is reasonably necessary for
11 this Action and who have signed the “Acknowledgment and Agreement
12 to be Bound” attached as Exhibit A hereto;

13 g. The author or recipient of a document containing the
14 information or a custodian or other person or party who otherwise
15 possessed or knew the information; and

16 h. During their depositions, witnesses, and attorneys for
17 witnesses, in the Action to whom disclosure is reasonably necessary ,
18 with the consent of the Designating Party or as ordered by the Court.
19 Pages of transcribed deposition testimony or exhibits to depositions that
20 reveal Protected Material may be separately bound by the court reporter
21 and may not be disclosed to anyone except as permitted under this
22 Stipulated Protective Order; and

23 i. Any mediator or settlement officer, and their supporting
24 personnel, mutually agreed upon by any of the parties engaged in
25 settlement discussions.

26 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY” Information or Items
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1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

a. The Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

b. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) and as to whom the procedures set forth in Section IX, below, have been followed;

c. The Court and its personnel;

d. Court reporters and their staff;

e. The author or recipient of a document containing the information or a custodian or other person or party who otherwise possessed or knew the information; and

f. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

IX. PROCEDURES FOR APPROVING OR OBJECTING TO DISCLOSURE OF “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” INFORMATION OR ITEMS TO EXPERTS

A. Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first must make a written request to the Designating Party that (1) sets forth the full name of the Expert and the city and state of his or her

1 primary residence, (2) attaches a copy of the Expert's current resume, (3) identifies
2 the Expert's current employer(s), and (4) identifies (by name and number of the case
3 and location of the court), any litigation in connection with which the Expert has
4 offered testimony, including through a declaration, report, or testimony at deposition
5 or trial, during the preceding five years. With regard to the information sought
6 through part (4) of this disclosure, if the Expert believes any of this information is
7 subject to a confidentiality obligation to a third party, then the Expert should provide
8 whatever information the Expert believes can be disclosed without violating any
9 confidentiality agreements, and the Party seeking to disclose to the Expert shall be
10 available to meet and confer with the Designating Party regarding any such
11 engagement.

12 B. A Party that makes a request and provides the information specified in
13 the preceding paragraphs may disclose the subject Protected Material to the identified
14 Expert unless, within 7 days of delivering the request, the Party receives a written
15 objection from the Designating Party. Any such objection must set forth in detail the
16 grounds on which it is based.

17 C. All challenges to objections from the Designating Party shall proceed
18 under Local Rule 37-1 through Local Rule 37-4. In any such proceeding, the Party
19 opposing disclosure to the Expert shall bear the burden of proving that the risk of
20 harm that the disclosure would entail (under the safeguards proposed) outweighs the
21 Receiving Party's need to disclose the Protected Material to its Expert.

22 **X. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
23 **PRODUCED IN OTHER LITIGATION**

24 A. If a Party is served with a subpoena or a court order issued in other
25 litigation that compels disclosure of any information or items designated in this
26 Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
27 EYES ONLY," that Party must:
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1 1. Promptly notify in writing the Designating Party. Such
2 notification shall include a copy of the subpoena or court order;

3 2. Promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered by
5 the subpoena or order is subject to this Protective Order. Such notification
6 shall include a copy of this Stipulated Protective Order; and

7 3. Cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected.

9 B. If the Designating Party timely seeks a protective order, the Party served
10 with the subpoena or court order shall not produce any information designated in this
11 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
12 EYES ONLY” before a determination by the Court from which the subpoena or order
13 issued, unless the Party has obtained the Designating Party’s permission. The
14 Designating Party shall bear the burden and expense of seeking protection in that
15 court of its confidential material and nothing in these provisions should be construed
16 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
17 directive from another court.

18 **XI. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
19 **PRODUCED IN THIS LITIGATION**

20 A. The terms of this Order are applicable to information produced by a
21 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
22 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
23 Non-Parties in connection with this litigation is protected by the remedies and relief
24 provided by this Order. Nothing in these provisions should be construed as
25 prohibiting a Non-Party from seeking additional protections.

26 B. In the event that a Party is required, by a valid discovery request, to
27 produce a Non-Party’s confidential information in its possession, and the Party is
28

1 subject to an agreement with the Non-Party not to produce the Non-Party's
2 confidential information, then the Party shall:

3 1. Promptly notify in writing the Requesting Party and the Non-
4 Party that some or all of the information requested is subject to a
5 confidentiality agreement with a Non-Party;

6 2. Promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a
8 reasonably specific description of the information requested; and

9 3. Make the information requested available for inspection by the
10 Non-Party, if requested.

11 C. If the Non-Party fails to seek a protective order from this court within
12 14 days of receiving the notice and accompanying information, the Receiving Party
13 may produce the Non-Party's confidential information responsive to the discovery
14 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
15 not produce any information in its possession or control that is subject to the
16 confidentiality agreement with the Non-Party before a determination by the court.
17 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
18 of seeking protection in this court of its Protected Material.

19 **XII. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
21 disclosed Protected Material to any person or in any circumstance not authorized
22 under this Stipulated Protective Order, the Receiving Party must immediately (1)
23 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
24 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
25 the person or persons to whom unauthorized disclosures were made of all the terms
26 of this Order, and (4) request such person or persons to execute the
27 "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit A.
28

XIII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

A. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court. Notwithstanding the foregoing, if the Receiving Party has already reviewed the material before receiving a notice from the Producing Party that the material is subject to a claim of privilege or other protection, nothing herein shall prevent counsel who viewed the material from preparing notes for their own use containing the date, author, address, and topic of the inadvertently produced documents and such other information as is reasonably necessary to identify the documents and describe their nature, in sufficient detail to allow the Court to assess the claim of privilege, in any submission to the Court seeking to compel production of the documents or information. Persons associated with the Receiving Party who do not view the material before receiving notice of the claim of privilege may not do so for the first time after such notice is received.

XIV. MISCELLANEOUS

A. Right to Further Relief

1. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1 B. Right to Assert Other Objections

2 1. By stipulating to the entry of this Protective Order, no Party
3 waives any right it otherwise would have to object to disclosing or producing
4 any information or item on any ground not addressed in this Stipulated
5 Protective Order. Similarly, no Party waives any right to object on any ground
6 to use in evidence of any of the material covered by this Protective Order.

7 C. Filing Protected Material

8 1. A Party that seeks to file under seal any Protected Material must
9 comply with Civil Local Rule 79-5. Protected Material may only be filed
10 under seal pursuant to a court order authorizing the sealing of the specific
11 Protected Material at issue. If a Party's request to file Protected Material under
12 seal is denied by the Court, then the Receiving Party may file the information
13 in the public record unless otherwise instructed by the Court.

14 **XV. FINAL DISPOSITION**

15 A. After the final disposition of this Action, as defined in Section V, within
16 sixty (60) days of a written request by the Designating Party, each Receiving Party
17 must return all Protected Material to the Producing Party or destroy such material.
18 As used in this subdivision, "all Protected Material" includes all copies, abstracts,
19 compilations, summaries, and any other format reproducing or capturing any of the
20 Protected Material. Whether the Protected Material is returned or destroyed, the
21 Receiving Party must submit a written certification to the Producing Party (and, if
22 not the same person or entity, to the Designating Party) by the 60 day deadline that
23 (1) identifies (by category, where appropriate) all the Protected Material that was
24 returned or destroyed and (2) affirms that the Receiving Party has not retained any
25 copies, abstracts, compilations, summaries or any other format reproducing or
26 capturing any of the Protected Material. Notwithstanding this provision, Counsel are
27 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,
28 and hearing transcripts, legal memoranda, correspondence, deposition and trial

1 exhibits, expert reports, attorney work product, and consultant and expert work
2 product, even if such materials contain Protected Material. Any such archival copies
3 that contain or constitute Protected Material remain subject to this Protective Order
4 as set forth in Section V.

5 B. Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

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9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
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1 Dated: August 14, 2024

SNELL & WILMER L.L.P.

2
3 By: Christopher D. Bright
4 Christopher D. Bright

5 Attorneys for Plaintiff Kurin, Inc.

6 Dated: August 14, 2024

KNOBBE, MARTENS, OLSON &
7 BEAR, LLP

8
9 By: Ali S. Razai
Ali S. Razai

10 Attorneys for Defendant ICU Medical,
11 Inc.

12 Dated: August 14, 2024

BREWER & BREWER

13
14 By: Lance A. Brewer
15 Lance A. Brewer

16 Attorneys for Defendant Vascular
17 Integrity, LLC

18 **SIGNATURE ATTESTATION**

19 Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), I attest that all other signatories
20 listed, and on whose behalf this filing is submitted, concur in the filing's content and
21 have authorized the filing.

22 SNELL & WILMER L.L.P.

23
24 By: Christopher D. Bright
25 Christopher D. Bright

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3 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
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6 Dated: 08/15/2024

/s/ Autumn D. Spaeth
HONORABLE AUTUMN D. SPAETH
United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I have
 read in its entirety and understand the Stipulated Protective Order that was issue by
 the United States District Court for the Central District of California on [DATE] in
 the case of Kurin, Inc. v. ICU Medical, Inc. and Vascular Integrity LLC, Case No.
 8:24-cv-00564-FWS-(ADSx) (C.D. Cal.). I agree to comply with and to be bound
 by all the terms of this Stipulated Protective Order and I understand and acknowledge
 that failure to so comply could expose me to sanctions and punishment in the nature
 of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Stipulated Protective Order to any person
 or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____